

Article 5

SECONDARY BARGAINING AND WORK RULES

A. Secondary Bargaining

1. There will be no Secondary Negotiations, as defined by the Civil Service Rules and Regulations, on any issue unless specifically so delegated by the express written terms of this Agreement.
2. In the event any Secondary Negotiations are authorized by the parties any resulting agreements will take effect only upon ratifications by the Union, and approval by the State Employer and the Civil Service Commission.
3. Administrative leave for Secondary Negotiations shall be discussed at the departmental level. Under no circumstances shall a department which is not a party to the Secondary Negotiations be required to grant administrative leave to a unit employee representing the Union in Secondary Negotiations.
4. Secondary Negotiations Timetable. The parties shall meet to negotiate secondary agreements after Civil Service Commission approval of this Agreement. These negotiations shall continue, with regular meetings as mutually agreed, for no longer than ninety (90) calendar days after Civil Service approval of this agreement and may include mediation as agreed to by the parties or required by the Civil Service Rules and Regulations. Should the parties fail to agree on items properly referred to Secondary Negotiations, the outstanding items may be submitted to Impasse in accordance with Civil Service Rules and Regulations.
5. Continuation of Current Agreements. Secondary Agreements in effect on the effective date of this Agreement shall remain in effect if approved by the Civil Service Commission.
6. Department of Transportation.
The parties agree that the issue of MDOT lunch periods and schedule II employees shall be a proper subject for secondary negotiations.

B. Secondary Agreements

1. Department of Community Health – Shift Assignments. [See Appendix D]
2. Department of State Police.
 - a. Controlled Substance Testing. The legislature provided in Section 21 of Act No. 216 of the Public Acts of 1986 that:

“The Department of State Police shall develop a plan for a controlled substance testing program for all present and future department employees. The plan shall include guidelines which the department would follow if the department implemented such a program.”

Accordingly, the Union and the Department of State Police agreed to bargain in Secondary Negotiations over the identity of safety sensitive positions that would be subject to the Department's controlled substance testing program. In recognition of that Agreement, the normal work day for the unit employees in the State Police Forensic laboratories includes a one half (1/2) hour paid lunch upon Civil Service Commission ratification of the Secondary Agreement. The Secondary agreement reached by the Parties has subsequently been replaced by Article 35, Drug and Alcohol Testing.

3. Health and Safety Agreements.

- a. Department of Agriculture [See Appendix C] Department of Agriculture [See Appendix C]
- b. Department of Natural Resources [See Appendix C]
- c. Department of Community Health/Community Public Health Agency [See Appendix C]
- d. Department of State Police [See Appendix C]
- e. Department of Environmental Quality [See Appendix C]

C. Work Rules.

Management reserves the right to establish and enforce work rules it deems necessary based on reasonable business necessity.

- 1. Any work rule which is inconsistent with the specific written terms of this Agreement shall be null and void.
- 2. The Appointing Authority will provide copies of written work rules to the Union as soon as practicable.
 - a. The Union shall be provided a copy of the proposed work rule ten (10) days prior to its intended implementation date.
 - b. The Union shall be entitled to offer any comments or suggested modification it desires to the rule prior to its implementation.
 - c. Provisions of paragraphs 1 and 2 of this Section shall not be applicable during periods of emergency, provided, however, that the Union shall be advised by the Employer of the reason for the emergency.
- 3. Nothing in this Agreement shall operate to preclude any operating unit of the Employer from establishing work rules, provided the provisions of this Article have been observed.
- 4. Unit employees are required to comply with all work rules.

5. Management reserves the right to amend or alter any work rule, and agrees that prior to implementation of any such amendments, it will implement the provisions of paragraph C.2. above.

D. Violence in the Workplace.

1. The parties agree that violence in the work place is an issue of mutual concern. Therefore the parties agree that the Employer may, after notice to the employee and the Union, require the employee to undergo a psychiatric or psychological evaluation when there is a reasonable basis, based on objective and verifiable evidence, that the employee poses a threat to others in the work place or to citizens with whom the employee works.
2. In the event that any witness(s) statement is utilized to establish such objective and verifiable evidence, the identity of the witness(s) shall be kept confidential throughout any ensuing investigation. If the investigation culminates in a disciplinary action, the identity of the witness(s) shall be revealed.
3. The psychiatrist or psychologist administering the evaluation will be chosen by the Appointing Authority. The evaluation shall address the issues of whether the employee poses a threat to others in the work place and/or steps the Employer should take to minimize or eliminate such threats. All costs of the psychiatric or psychological evaluation shall be paid by the Employer. Only the findings or recommendations regarding whether the employee poses a threat to others in the work place or steps the Employer should take to minimize or eliminate such threats, shall be provided to the Employer and the employee. The Union shall be informed if the employee executes a written consent for release of medical information to the Union.
4. In the event that discipline is imposed, reference to such evaluation may be made in the record of disciplinary action placed in the employee's personnel file. In no event shall the findings be placed in the employee's personnel file. The Employer shall not release or make public the findings unless the employee files a grievance protesting the disciplinary action. In that event, the findings or recommendations may be introduced by the Employer in support of the disciplinary action. Findings and recommendations shall be retained in accordance with Article 7, Section M.